

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

NIKE, INC.,

Plaintiff,

v.

GLOBAL HEARTBREAK LLC and NAADIER  
RILES,

Defendants.

Case No. 3:24-CV-00476-MAS-RLS

**DECLARATION OF BRIDGETTE C. GERSHONI IN SUPPORT OF  
PLAINTIFF NIKE, INC.'S MOTION FOR DEFAULT JUDGMENT**

BRIDGETTE C. GERSHONI hereby declares the following under penalty of perjury:

1. I am an attorney at the firm of Arnold & Porter Kaye Scholer LLP, attorneys for plaintiff Nike, Inc. (“Nike”) in the above-captioned action. I am fully familiar with the facts and circumstances surrounding this action. I make this declaration in support of Nike’s Motion for Default Judgment against Defendants Global Heartbreak LLC and Naadier Riles (“Riles”) (collectively, the “Global Heartbreak”). If called as a witness, I could and would testify to the statements made herein.

2. Nike became aware of Global Heartbreak on December 12, 2023 through a video published by ReasonTV, featuring Global Heartbreak and its knockoff Air Jordan 1 sneakers. After becoming aware of Global Heartbreak, Nike sent Global Heartbreak a cease-and-desist letter on January 3, 2024. *See* ECF No. 1-3.

3. On January 5, 2024, Riles posted a screenshot of Nike’s cease-and-desist letter to his Instagram [[@naadyglo](#)]. A true and correct screenshot of this Instagram post is attached hereto as **Exhibit A**. Riles deleted this post from his Instagram after Nike filed this case.

4. On January 9, 2024, I received a voicemail from an individual claiming to represent Global Heartbreak who was calling in response to Nike's cease-and-desist letter. I called the individual back on the same day. The individual claimed that their name was "Katibu Anderson." I explained that Nike needed the information requested in the cease-and-desist letter and encouraged the individual to provide this information. The next day Riles posted a video recording of the call to his Instagram and Twitter accounts [@naadyglo], showing Riles speaking to me during the January 9, 2024 call. Riles deleted these posts from his Instagram and Twitter after Nike filed this case.

5. On January 15, 2024, Riles posted a video to his Instagram story [@naadyglo] of a follow-up interview with ReasonTV. Instagram stories are temporary posts that disappear after 24 hours. A true and correct screenshot of this Instagram story is attached hereto as **Exhibit B**. In this video, Riles states "This is what I had to do to get noticed. I've been [designing clothing] for seven years, and I had to use a Nike silhouette to get noticed. This is ridiculous. I've been putting in footwork for years, and this is what I had to do."

6. Nevertheless, Nike continued its attempt to amicably resolve this dispute. Nike gave Riles additional time to provide the information Nike requested in its cease-and-desist letter and reiterated its request to immediately cease-and-desist sales of the Infringing Sneakers. On January 20, 2024, Global Heartbreak emailed me and stated "the shoes in our possession will be sold."

7. On January 24, 2024, Nike again asked Global Heartbreak to provide an assurance that it would stop using Nike's iconic designs and inform its followers that it would be discontinuing the Infringing Sneakers. Nike also agreed to allow a limited sell-off period for

certain Infringing Sneakers and sent Global Heartbreak a settlement agreement that memorialized these terms.

8. Later that day, Riles posted several Instagram stories [@naadyglo] regarding the dispute. True and correct screenshots of these posts are attached hereto as **Exhibit C**. These posts included (i) several screenshots of Nike's proposed settlement terms, with overlaid text reading "Since y'all still watching my personal account I'm not signing sh\*t until I get a better agreement @nike," and "it'll stay blank!! I want a better offer," (ii) a screenshot of several unreleased designs of additional Infringing Sneakers, with overlaid text reading "since we playing in my face @nike," (iii) a photo originating from, upon information and belief, Riles' Chinese manufacturer, depicting several Infringing Sneakers with overlaid text reading "I'll drop 100 more," (iv) a photo featuring the Infringing Sneakers with overlaid text reading "If y'all want them hit me," and (v) a text-only post stating "Ima keep talking until I get a better offer until then suck dick."

9. Nike filed the Complaint in this action the next day, on January 25, 2024. ECF No. 1. Thereafter, Nike's process server made three attempts to serve the Complaint and Summons on Global Heartbreak at the address listed for the company on the New Jersey Secretary of State's directory, 407B Williams St., Bound Brook, New Jersey 08805. The process server reported that no one answered the door during the first two attempts, despite the fact that there were cars in the driveway. On the third attempt, a male answered the door and indicated that he was a guest, but refused to provide any additional information. Thereafter, the process server ran a skip trace and confirmed that the address was associated with Riles. The process server performed unsuccessful two stakeouts at this address.

10. On or around February 20, 2024, Global Heartbreak indicated on its Instagram stories [@global.heartbreak & @naadyglo] that it would be attending the Peep My Kickz Sneaker

Convention on March 3, 2024 in New Brunswick, New Jersey. Nike successfully served the Complaint and Summons on Riles and Global at the sneaker convention on March 3, 2024. ECF No. 5. Thereafter, Global Heartbreak produced and posted a video on Twitter [@ghb732] wherein Riles enters a store holding a manilla envelope, which he passes to the cashier while saying “they got me.” A true and correct screenshot of this video is attached hereto as **Exhibit D**. This video can be accessed here: <https://twitter.com/GHB732/status/1772759656995197356>.

11. Nike engaged with Nationwide Legal to perform service in this case. The total cost for the multiple service attempts and skip-trace described above was \$2,525.

12. Global Heartbreak’s answer was due on March 25, 2024. ECF No. 5. As of the date of Nike’s Motion for Default Judgment, Global Heartbreak has not answered or moved, and no notices of appearances have been filed.

13. On February 22, 2024, I sent Global Heartbreak another settlement proposal. I never received a response to this email.

14. On February 27, 2024, Global Heartbreak made a post on Twitter stating that “despite facing a lawsuit from a billion-dollar company,” Global Heartbreak “stand[s] firm in our values and will continue to share our journey, undeterred by obstacles.” A true and correct screenshot of this post is attached hereto as **Exhibit E**. This post can be accessed here: <https://twitter.com/GHB732/status/1762543986579824866>.

15. Upon information and belief, Global Heartbreak began selling the Infringing Sneakers in early 2023. Attached hereto as **Exhibit F** is a true and correct copy of a screenshot of Global Heartbreak’s website, [www.ghbtakeover.com](http://www.ghbtakeover.com), dated January 22, 2023 (accessed via <https://web.archive.org/> on April 5, 2024). In addition to the red colorway pictured in Nike’s Motion, Global Heartbreak sold at least three additional colorways: pink, green, and blue.

16. Attached hereto as **Exhibit G** is a true and correct copy of an article by Fadeaway World, published on August 16, 2022, by Orlando Silva, titled *In 1984 Nike Hoped To Make \$3 Million In Jordan Sales During 4 Years, In 2022 They Make \$3 Million Selling Jordans Every 5 Hours*, available at: <https://fadeawayworld.net/nba-media/in-1984-nike-hoped-to-make-3-million-in-jordan-sales-during-4-years-in-2022-they-make-3-million-selling-jordans-every-5-hours> (last accessed April 1, 2024).

**DECLARATION**

I declare under penalty of perjury that the all the foregoing statements made of my own knowledge are true and correct, and all statements made on information and belief are believed to be true and correct.

DECLARED UNDER PENALTY OF PERJURY THIS 17th DAY OF APRIL, 2024.



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Bridgette C. Gershoni